

Attorney Docket (New): 27476-505
(Old: 11635-005001/OTA 00-43)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Bradley et al.
Serial No.: 09/853,343
Filed: May 10, 2001
For: COMPOSITIONS AND METHODS FOR ARRAY-BASED GENOMIC NUCLEIC
ACID ANALYSIS OF BIOLOGICAL MOLECULES

Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

REVOCATION BY ASSIGNEE AND NEW POWER OF ATTORNEY

Sir:

The undersigned, Spectral Genomics, Inc, the Assignee of the entire right, title, and interest in the above-identified patent application, Serial No. 09/853,343, filed May 10, 2001, which is assigned by an assignment recorded on June 18, 2001, at Reel/Frame: 011920/0185 hereby revokes any and all former powers of attorney with respect to that application heretofore granted, and appoints the below listed attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith:

Attorney or Agent	Registration No.	Attorney or Agent	Registration No.
Danielle T. Abramson	52,539	Sean L. Ingram	48,283
Kevin Ainsworth	39,586	David E. Johnson	41,874
Ingrid Beattie	42,306	Christina Karnakis	45,899
William Belanger	40,509	Jennifer Karnakis	53,097
Charles E. Bell	48,128	Kristin E. Konzak	44,848
Naomi Biswas	38,384	Cynthia Kozakiewicz	42,764
Bradford C. Blaise	47,429	Alison Marcotte	51,998
Sean M. Coughlin	48,593	Scott D. Miller	43,803
David F. Crosby	36,400	A. Jason Mirabito	28,161
Brett N. Dorny	35,860	Jay Mitchell	P-54,316
Ivor R. Elrifi	39,529	James J. Namiki	51,148
Heidi A. Erlacher	45,409	Carol H. Peters	45,010
Flora Feng	51,673	Matthew Pavao	50,572
Eugene Feher	33,171	Michael Renaud	44,299
James G. Gatto	32,694	Robert J. Sayre	42,124
Richard Gervase	46,725	C. Eric Schulman	43,350
Matthew J. Golden	35,161	Gregory J. Sieczkiewicz	48,223
Sonia K. Guterman	44,729	Eric Sinn	40,177
James Hall	48,730	Prakash Subbiah	Limited Recognition
Paul Hayes	28,307	Janine Susan	46,119
Brian P. Hopkins	42,669	Howard Susser	33,556
Sharon Hunter	41,858	Dick A. Tabor	42,108

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U.S.S.N.: 09/853,343

of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Customer No. 30623, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified application.

Please address all telephone calls to: Sonia K. Guterman, at telephone number: 617/542-6000.

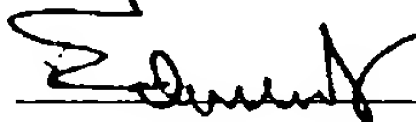
Please forward all correspondence to:

Sonia K. Guterman, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Customer No. 30623

Please charge any fee or any fee deficiency occasioned by this document to Deposit Account No. 50-0311 (Ref. No.: 27476-505).

Respectfully submitted,

SPECTRAL GENOMICS, INC.



Name: Edward M. Galt

Title: CEO

Date: 28 Sept, 2003

ASSIGNMENT OF PATENT APPLICATIONS

Attorney docket no. 11635-005001

Page 1 of 1

ASSIGNMENT OF PATENT APPLICATIONS

Assignee: Spectral Genomics, Inc., a Delaware corporation having a place of business at 8080 N. Stadium Drive, Ste. 2200, Houston, TX 77054

Assignor: Upendra Marathi, of Houston, Texas

Patent Application: entitled ARTICLES OF MANUFACTURE AND METHODS FOR ARRAY-BASED ANALYSIS OF BIOLOGICAL MOLECULES, Attorney docket nos. 11635-005001 and 11635-005WO1

U.S. Patent Application Serial No. 09/853,343 Date filed: May 10, 2001

PCT Patent Application Serial No. US01/15446 Date filed: May 10, 2001

1. Assignor represents that he is an owner of the following Patent Rights: (1) an invention described and claimed in the Patent Application identified above, and (2) all related foreign and domestic patents, patent applications, divisionals, reissues, re-examinations, continuations, continuations-in-part, certificates of invention, utility models, design registrations, and the like that may issue from or which derive priority from the Patent Application.
 2. Assignor(s) hereby assign to Assignee all of the worldwide right, title, and interest of Assignor(s) in and to:
 - (a) the Patent Rights and improvements thereof;
 - (b) any claims (known or unknown, suspected or unsuspected) of any nature that Assignor(s) have or may have against any party for infringement of the Patent Rights.
 3. Assignor(s) acknowledge receipt of adequate consideration for such assignment. Assignor(s) represent that Assignor(s) have the full right to convey the interest assigned by this Assignment, and that Assignor(s) have not executed and will not execute any agreement in conflict with this Assignment.
 4. Assignor(s) agree to sign all lawful papers, make all rightful oaths, communicate to Assignee or its representatives all facts known to Assignor(s) with respect to the Patent Rights, cooperate with Assignee and its representatives, and generally do everything deemed necessary by Assignee, at Assignee's expense and when reasonably and fairly compensated by Assignee for all time and expenses incurred by Assignor(s), to:
 - (a) enable Assignee to apply for and prosecute any patent application within the Patent Rights, including executing separate or additional assignments in connection with such patent applications;
 - (b) obtain and enforce proper patent protection for the Patent Rights in all countries, including applying for protection of the Patent Rights under any provisions of the International Convention for Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all similar agreements or treaties, whether in the name of Assignor(s) or of Assignee;
 - (c) assist Assignee in any interference which may be declared concerning any patent application within the Patent Rights, including obtaining evidence and testifying in any legal proceedings.
- Assignor(s) shall assist Assignee with respect to any infringement action and any other legal proceeding relating to enforcement of any of the Patent Rights, including testifying in any such legal

ASSIGNMENT OF PATENT APPLICATIONS

Attorney docket no. 11635-005001

Page 2 of 2

proceeding (in any such legal proceeding, Assignor(s) will be represented by the same legal counsel as Assignee at Assignee's expense).

6. Assignor(s) hereby authorize and request the Commissioner of Patents to issue to Assignee any and all Letters Patent of the United States resulting from any patent application within the Patent Rights, as the assignee of the entire interest therein.
7. Assignor(s) grant to Assignee the power to insert on this Assignment any further identification, including any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document. Assignor(s) authorize and request the attorneys appointed in said application to hereafter insert the filing dates and serial numbers of continuations, divisionals, CIPs and international applications when known.
8. This Assignment is binding upon and inures to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties.

Dated: 4/10/01


Upendra Marathi

IN WITNESS WHEREOF, I hereto set my hand and seal at _____

this _____ day of _____, 2001

L.S.

First Middle Initial Last

STATE OF _____:

:SS.

COUNTY OF _____:

Before me this _____ day of _____, 2001, personally appeared known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires:

[Notary's Seal Here]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REVOCATION BY ASSIGNEE AND NEW POWER OF ATTORNEY

The undersigned, Baylor College of Medicine, the Assignee of the entire right, title, and interest in the above-identified patent application, Serial No. 09/853,343, filed May 10, 2001, which is assigned by an assignment by inventor Allan Bradley recorded on January 18, 2002 at Reel/Frame: 012524/0243 and by an assignment by inventor Wei-Wen Cai recorded January 14, 2002 on at Reel/Frame 012479/0034, hereby revokes any and all former powers of attorney with respect to that application heretofore granted, and appoints the below listed attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith:

11. 11. 11

U.S.S.N. 09/853,343

of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Customer No. 30623, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified application.

Please address all telephone calls to: Sonia K. Guterman, at telephone number: 617/542-6000.

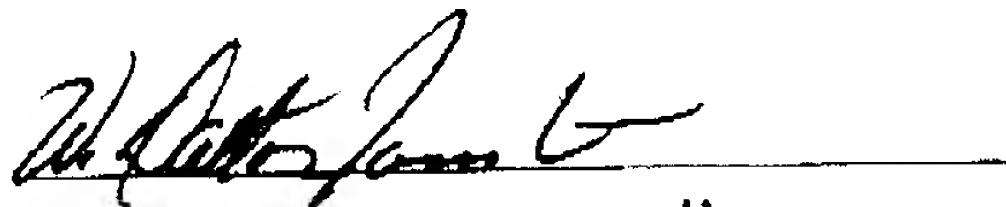
Please forward all correspondence to:

Sonia K. Guterman, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Customer No. 30623

Please charge any fee or any fee deficiency occasioned by this document to Deposit Account No. 50-0311 (Ref. No. 27476-505).

Respectfully submitted,

BAYLOR COLLEGE OF MEDICINE



Name: W. Dalton Tomlin

Title: SR VP + General Counsel

Date: 9-19-03, 2003

ASSIGNMENT

WHEREAS, I, WEI WEN CAI, a citizen of China, residing in Pearland, Texas, (herein called "Assignor") am one of the inventors of a certain new and useful invention entitled "COMPOSITIONS AND METHODS FOR ARRAY-BASED GENOMIC NUCLEIC ACID ANALYSIS OF BIOLOGICAL MOLECULES" (herein called the "Invention"); and

WHEREAS, Assignor is an employee (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignor represents that he is one of the inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignor was serving in their positions as College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignor acknowledges that he is assigning his right as part of his obligations as College Personnel, his use of the facilities of Assignee to make the Invention and his desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignor's rights throughout the world in and to:

1. Said Invention;
2. United States of America patent application on said Invention filed concurrently;
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;

any other country or place anywhere in the world.

5. All substitutions for and divisions, continuations, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignor from any corporation or other entity commercializing the Invention shall be in exchange for Assignor's assignment of the Invention hereunder and pursuant to Assignor's rights under the Baylor Patent Policy.

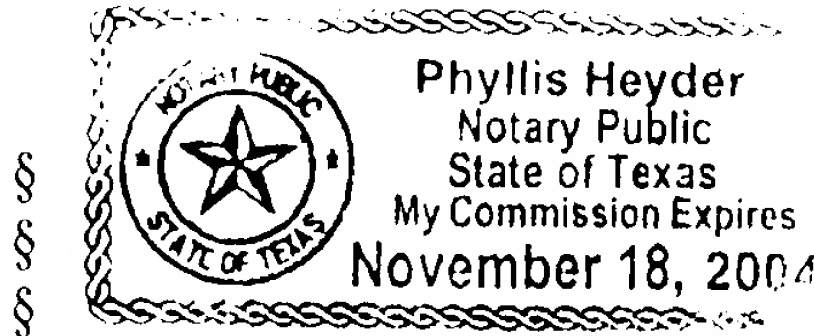
The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite my signature.

DATE: 10/02/2001 Wei-Wen Cai
Wei-Wen Cai

THE STATE OF TEXAS
COUNTY OF HARRIS



This instrument was acknowledged by Phyllis Heyder on the
2nd day of October, 2001. WEI WEN CAI

Phyllis Heyder
Notary Public in and for
the State of Texas

My Commission Expires:

11-18-2004

ASSIGNMENT

WHEREAS, I, Allan Bradley, Ph.D., (herein called "Inventor") am the inventor of a certain new and useful invention entitled "COMPOSITIONS AND METHODS FOR ARRAY-BASED GENOMIC NULCEIC ACID ANALYSIS OF BIOLOGICAL MOLECULES" (herein called the "Invention"); and

WHEREAS, at the time of the Invention, Inventor was an employee of the Howard Hughes Medical Institute, a Delaware corporation having a principal place of business at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 (herein called "Institute") working at BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Baylor");

WHEREAS, Inventor represents that he and Wei Wen Cai are the sole and only inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Inventor was serving in his position at Institute;

WHEREAS, Baylor is desirous of acquiring and Inventor and Institute are desirous of assigning to Baylor all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy") and under the terms and provisions of that certain Agreement between Baylor and Institute dated as of November 11, 1986, (the "Collaboration Agreement");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Baylor of the Invention to a corporation or other entity for commercialization of the Invention.

WHEREAS, Inventor acknowledges that he is assigning his right as part of his obligations as employee of Institute and Institute acknowledges that it is assigning its right as part of the Collaboration Agreement.

NOW, THEREFORE, Inventor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Inventor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is

1. Said Invention;
2. United States of America patent application on said Invention filed concurrently;
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Inventor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said Invention to Inventor or his legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, renewals, reissues, extension and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;
6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
7. The right to Baylor to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and
8. All international rights or priority associated with said Invention, applications, patents and like protection. (collectively the rights in paragraphs 1 through 8 are herein called "Assigned Rights")

NOW, THEREFORE, Institute, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Institute under the Collaboration Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Baylor, under the terms and conditions of the Collaboration Agreement all of Institute's rights throughout the world in and to the Assigned Rights.

Each of Inventor and Institute covenant that each and, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Baylor, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Baylor, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for

inventor and Institute's assignment of the Invention hereunder and pursuant to rights under the Baylor Patent Policy and the Collaboration Agreement.

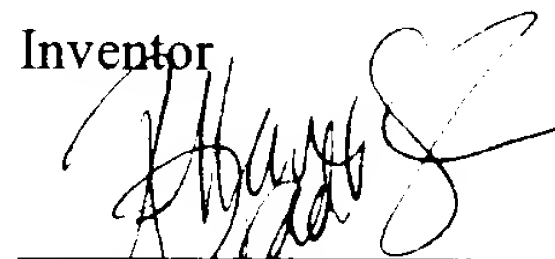
The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite our signatures.

Dated: 4th Dec 2001

Inventor



Name: Allan Bradley, Ph.D.

Dated: _____

Howard Hughes Medical Institute



Name: Gerald M. Rubin, Ph.D.

Title: Vice President for Biomedical Research

THE STATE OF TEXAS

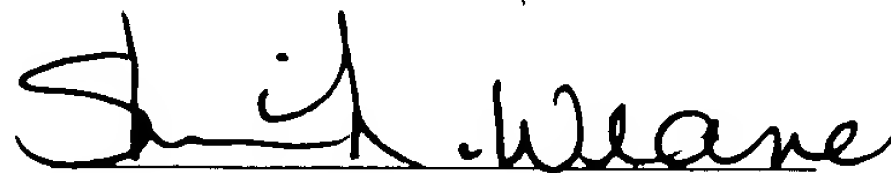
§

COUNTY OF HARRIS

§

§

This instrument was acknowledged by Sherrin Weaver, on the 4th day of Dec, 2001.



Notary Public in and for
the State of Texas

Baylor: OTA 00-43

